

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROPOSAL

## 023-15-015

Project Specifications and Instructions  
for Submitting a Proposal to Furnish

### **Independent Cost Estimator Services**

for the

### **I-80 at Truckee River near Verdi**

as part of the

### **Construction Manager at Risk Program**

in

Washoe County

Due: March 19, 2015



Rudy Malfabon, P.E., Director  
Department of Transportation

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## **SECTION I - INSTRUCTIONS TO PROPOSER**

The enclosed Request for Proposal (RFP) is being advertised for use in submitting information that will be used to select a firm with whom the Nevada Department of Transportation (DEPARTMENT) hopes to negotiate an agreement for the described services.

The proposals shall be limited by the following:

1. The proposal must respond to the Evaluation Criteria Items, which must be identified and presented in the same order as they appear in Section X - Proposal Content. The responses to the items may be separated by distinctly labeled section dividers.

2. The responses to the Evaluation Criteria Items must be double-spaced, and must not exceed twelve (12) 8½" x 11" pages. 11" x 17" pages will be counted as two (2) pages.

3. The Cover Letter must be single-spaced, and must not exceed one (1) 8½" x 11" page. It must include the proposer's contact information including name, mailing address, telephone number, and email address.

4. Section Dividers that do not contain text or graphics, Cover Letters, Resumes, Nevada State Business Licenses, and Statements of Qualifications do not count towards the page count limitation identified in Paragraph 2 above.

5. Resumes, Nevada State Business Licenses, and Statements of Qualifications (see Attachment B - Statement of Qualification) must be included in an appendix to the proposal.

Exceptions to these stated limitations will be considered during the evaluation process and may, in the DEPARTMENT's sole discretion, result in a proposal being considered non-responsive.

The proposer shall submit one (1) CD, with each CD containing one (1) typewritten, legible proposal as instructed above as well as in Section X (B), contained within one (1) Portable Document Format (PDF) file as instructed above. In addition, the DEPARTMENT is testing new functionality with the DEPARTMENT's electronic portal/website, located at [www.nevadadot.com/Doing\\_Business/Vendors/Vendor\\_Portal\\_Login.aspx](http://www.nevadadot.com/Doing_Business/Vendors/Vendor_Portal_Login.aspx). Proposers are encouraged to also submit the proposal electronically through the portal to assist with our testing, however, this is NOT required.

If the proposer chooses to submit proposals electronically through the above link, Vendor registration is required. If you are not a registered vendor with the DEPARTMENT, please register online using the [vendor registration](#) form and follow the instructions. After submitting the online application, you will receive an email with your registration number. Once you receive the registration number, you will be able to submit your proposal electronically.

Proposals must be received **NO LATER THAN 3:00 P.M. PST, on Thursday, March 19, 2015**, and addressed **exactly** as follows:

Agreement Services  
Nevada Department of Transportation  
Attn: RFP 023-15-015  
1263 South Stewart Street, Room 101A  
Carson City, NV 89712

Proposals received after the specified deadline or submitted to the wrong location **will not** be considered and will be disposed of in an appropriate manner suitable to the DEPARTMENT.

**Proposals and Statements of Qualifications will first be reviewed to determine if minimum qualification requirements are met. Any proposals submitted that do not meet the minimum qualification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of the DEPARTMENT, and without further review.**

### **Qualification Requirements:**

The following comprise minimum qualifications for firms submitting for ICE services:

## **A. CONSTRUCTION COST ESTIMATING**

### **1. Knowledge and Skills**

- Working knowledge of risk management strategies, including risk identification assessment, and cost quantification and assignment of the probability of occurrence.
- Working knowledge in multiple production-based, heavy civil estimation software platforms as well as proficiency in at least one (1) production-based, heavy civil estimation software platform.
- The ability to provide summary and detailed cost breakdown in Microsoft Excel 2007 (or higher) and be able to translate production based estimates into the DEPARTMENT's common unit rate project estimate format.
- Financial management and accounting experience, including the expertise to prepare contractor costs and quotes as well as the ability to develop and track budgets.
- Working knowledge of construction/design scheduling, constructability, and staff training.
- Working knowledge of the design profession's responsibilities and project development work methods and practice in development of transportation projects.
- Negotiation and conflict management experience, including the ability to confer with others to reach an agreement on terms, conditions, and costs.
- General understanding of CMAR delivery method.
- Familiarity or working knowledge of the DEPARTMENT's standard construction contracts, specifications, standards, and basis for measurement and payment; and Nevada labor laws.
- Working knowledge related to aspects of construction, including work package breakdown (project phasing), labor planning, construction site access, site layout, sequence of design and construction, rigging plan, availability and procurement of equipment and materials, prefabrication, pre-assembly, modularization, quality management, materials management, site facilities, safety, operability, and maintainability.

### **2. Experience**

Individuals performing as Lead Estimator are expected to:

- Have ten (10) years of recent and relevant estimating experience in all trades of heavy civil, transportation, and building construction, along with a thorough knowledge of construction means, methods, and equipment in these areas and within Nevada and/or adjacent states.
- Demonstrate recent and relevant experience through participation on at least two (2) projects in development of project plans, specifications, and/or construction estimates.
- Have been an active participant on at least two construction or CMAR projects of varying size, scope, and construction complexity within the last five (5) years in formal partnering efforts as a contractor or owner's representative on heavy civil, transportation, and/or building construction projects. Preference is for experience within the State of Nevada with contractors who have worked with the DEPARTMENT.

### **3. License and Education**

No license is required. Preference is for individuals possessing a Professional Engineering license in the State of Nevada and/or a four-year degree in a Construction Management-related field.

## **B. SCHEDULING**

### **1. Knowledge and Skills**

Individuals are expected to have:

- The ability to independently develop resource-loaded construction schedules for heavy civil, transportation, and/or building construction projects. This includes:
  - Clearly identifying project phasing and sequencing scenarios in schedule development and tying each into the cost estimate breakdown.
  - Producing charts, graphs, and reports to clearly communicate potential scheduling issues to beginner, novice, and expert reviewers from the DEPARTMENT, the designer, and all applicable third-party partners.
  - Creating and modifying (as appropriate) schedules at various preconstruction stages as well as understanding how the level of project detail progresses over the course of the CMAR process.
- Working knowledge in multiple production-based, heavy civil scheduling software platforms and proficiency in development of schedules using Primavera scheduling software.
- The ability to review Contractor's construction schedule and provide written analysis and recommendations to improve its usefulness to the project team. Individuals are expected to demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities while avoiding the details of perfect schedule administration.
- The ability to perform sensitivity analysis to support evaluation of alternative concepts developed by various CMAR team members to ascertain benefits to project schedules as needed.

### **2. Experience**

Individuals performing as a Scheduler are expected to:

- Have eight (8) years of recent and relevant scheduling experience in all trades of heavy civil, transportation, and building construction, along with a thorough knowledge of construction means, methods, and equipment in these areas and within Nevada and/or adjacent states.
- Have advanced computer skills and proficiency with document control and scheduling software, including expertise with Primavera P6 or greater, Microsoft Project, Microsoft Excel 2010, running under Windows XP professional or newer platform, etc.
- Demonstrate proficiency in critical path scheduling and analysis on at least three (3) construction projects within the last five (5) years.

### **3. License and Education**

No license is required. Preference is for individuals with professional training and certifications in construction scheduling.

## **C. PROJECT MANAGEMENT**

### **1. Knowledge and Skills**

Individuals are expected to have:

- Ability to effectively develop, track, and control scope, schedule, and budget.
- Demonstrated ability and technical knowledge in all areas of heavy civil construction for transportation and construction means, methods, and equipment.
- An understanding and experience in partnering for construction.
- An understanding of design and plan development as well as experience interacting with utilities, regulatory agencies, local governments, and right-of-way acquisition.

- Working knowledge of the design professional's responsibilities and project development work methods and practice in development of transportation projects.
- An understanding and demonstrated experience in management of design plan development.
- The ability to facilitate constructive dialogue between the ICE team, the DEPARTMENT, and CMAR Contractor.
- Demonstrated experience in value engineering and probabilistic cost estimating processes through working with multi-disciplined teams that explored and created alternate ways of delivering on project goals and applying construction methods/approaches to improve design, lower project construction cost, manage and mitigate risks, and/or reduce project delivery schedule.
- Familiarity or working knowledge of the DEPARTMENT's standard construction contracts, specifications, standards, and basis for measurement and payment; Nevada labor laws; the local labor union environment; local contractor's performing work for the DEPARTMENT; etc.

## **2. Experience**

Individuals performing as a Project Manager are expected to:

- Have ten (10) years of recent and relevant construction experience in all trades of heavy civil, transportation, and building construction, along with a thorough knowledge of construction means, methods, and equipment in these areas and within Nevada and/or adjacent states.
- Demonstrate recent and relevant experience through participation on at least two (2) projects in development of project plans, specifications, and/or construction estimates.
- Performed as a project manager overseeing a team for construction estimating, scheduling, and constructability review on at least five (5) construction and/or CMAR projects of varying size, scope, and construction complexity within the last five (5) years.

## **3. License and Education**

No license is required. Preference is for individuals that possess a Professional Engineering license in the State of Nevada and/or a four-year degree in a Construction Management-related field.

## **D. CONSTRUCTABILITY REVIEW**

### **1. Knowledge and Skills**

Individuals are expected to have:

- The ability to review construction contract documents for quality concerning bidding and construction and ability to eliminate conflicts and ambiguities in the documents that could lead to change orders or disputes.
- The ability to integrate construction phasing, sequencing, and scheduling knowledge and experience into the design process.
- Demonstrated, practical experience introducing or integrating innovative construction practices into transportation projects with the intent to reduce project cost, schedule, and/or improve quality.
- Demonstrated experience in value engineering and probabilistic cost estimating processes through working with multi-disciplined teams that explored and created alternate ways of delivering on project goals and applying construction methods/approaches to improve design, manage and mitigate risk, lower project construction cost, and/or reduce project delivery schedule.
- Familiarity or working knowledge of the DEPARTMENT's standard construction contracts, specifications, standards, and basis for measurement and payment; and Nevada labor laws.

## **2. Experience**

Individuals performing as a Constructability Reviewer are expected to:

- Have ten (10) years of recent and relevant review experience in all trades of heavy civil, transportation, and building construction, along with a thorough knowledge of construction means, methods, and equipment in these areas and within Nevada or adjacent states.
- Demonstrate recent and relevant experience through participation on at least two (2) projects in development of project plans, specifications, and/or construction estimates.

## **3. License**

No license is required. Preference is for individuals that possess a Professional Engineering license in the State of Nevada and/or a four-year degree in a Construction Management-related field.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified; electronically submitted proposals can be modified through the Vendor Portal Login webpage, while hardcopy proposals can be modified through a written request from the proposer. To be considered, however, a written request to withdraw the proposal or the modified proposal must be received before the time and date specified above for receipt of proposals. Oral interviews may be conducted for each firm that submits a written proposal. The DEPARTMENT has the sole discretion as to whether it will or will not conduct oral interviews. In the event that the DEPARTMENT elects to conduct oral interviews, each proposer in the competitive range will be advised of the format for such interview, and will be provided with a schedule for such interview. Competitive range refers to a list of the most highly rated proposals based on the initial ranking of the proposals; it is based on the initial rating of each proposal measured against all evaluation criteria set forth in this RFP.

Confidential Information, Trade Secrets, and/or Proprietary Information must be uploaded into the Confidential/Proprietary folder provided on the Vendor Proposal webpage if submitted electronically, or sealed in a separate package with each page clearly marked "Confidential" if submitted as a hardcopy. The failure to separate and mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the DEPARTMENT. If the DEPARTMENT reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 333, the DEPARTMENT will contact the proposer. The proposer must advise the DEPARTMENT as to whether it either accepts the DEPARTMENT's determination that the information is not confidential, or withdraws the information. The proposer will not be allowed to alter the proposal after the date and time set for receipt of proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the DEPARTMENT retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an agreement. The DEPARTMENT reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the DEPARTMENT to do so.

The DEPARTMENT reserves the right to issue addenda to this RFP prior to the closing date. If a firm chooses to download this procurement from the <http://www.nevadadot.com> website, it is the firm's responsibility to check for any addendums to this procurement from the <http://www.nevadadot.com> website.

The DEPARTMENT assumes no financial responsibility in connection with the proposers' costs incurred, in the preparation and submission of the proposal packets, or by attending the oral interviews, if such interviews are conducted by the DEPARTMENT in its sole discretion.

Proposers should provide a minimum of three (3) references from similar projects performed for the state and/or large local government clients within the last three (3) years. Proposers are required to submit a

Reference Questionnaire to the business references listed within the proposal. The business references must submit the Reference Questionnaire directly to the DEPARTMENT's Agreement Services Section. It is the proposer's responsibility to ensure the completed forms are received by the DEPARTMENT on or before the proposal submission deadline for inclusion in the evaluation process. The DEPARTMENT may contact any or all business references for validation of information submitted.

With this RFP, the proposer is furnished a copy of an Agreement sample (see Attachment F - Agreement Sample). To maintain consistency between the DEPARTMENT and its SERVICE PROVIDERS, only those portions of the Agreement sample which are open for negotiation shall be blank.

A pre-negotiation audit may be required by the DEPARTMENT's Internal Audit Division. All DEPARTMENT audits will be conducted in accordance with the AASHTO Uniform Audit and Accounting Guide 2012, which can be found at [www.transportation.org](http://www.transportation.org). The Cost Plus Fixed Fee method of compensation shall be used for the proposer's services, as set forth in 48 CFR Chapter 1.

The following rules of contact shall apply during this procurement for the project:

A. After release of the RFP and through the Notice of Intent to the Notice of Award of the agreement, the proposers shall **ONLY** correspond with the DEPARTMENT regarding this RFP through the DEPARTMENT's designated representative as per NAC 333.155. The designated representative's contact information is:

Agreement Services  
Nevada Department of Transportation  
1263 South Stewart Street, Room 101A  
Carson City, Nevada 89712  
Phone: 775-888-7070, Option 1  
Fax: 775-888-7101  
[agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.nv.us)

B. The proposers shall not contact the DEPARTMENT's employees, including department heads, members of the review committee and/or any official who will participate in the decision to award the agreement regarding the project, except through the process identified above;

C. Any communications determined to be improper may result in disqualification, at the sole discretion of the DEPARTMENT;

D. Any official information regarding the RFP will be disseminated by the DEPARTMENT. Specific information necessary for the preparation of proposals will be disclosed to all proposers;

E. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

## **SECTION II - PROPOSER QUESTIONS**

The DEPARTMENT will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, submitted in writing by proposers. Only **written** requests as described above will be considered. No oral requests will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee or the FHWA will be considered.

Any questions raised by proposers must be submitted in writing to Agreement Services, 1263 South Stewart Street, Room 101A, Carson City, Nevada, 89712, faxed to (775) 888-7101, submitted electronically on the Open Procurements section of [www.nevadadot.com](http://www.nevadadot.com), or emailed to [agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.nv.us) and **received by 3:00 P.M. PST, on March 10, 2015**. Written responses will be distributed by the DEPARTMENT on or before **March 12, 2015**.



### **SECTION III - RFP SCHEDULE**

<b>Task</b>	<b>Date</b>
Advertised	February 26, 2015 March 5, 2015
Proposers' Questions Due	March 10, 2015
DEPARTMENT's Response to Proposers' Questions Distributed	March 12, 2015
Proposal Due	March 19, 2015

### **SECTION IV - DBE REQUIREMENTS**

There are no Disadvantaged Business Enterprise (DBE) requirements for the project.

### **SECTION V - NEVADA BUSINESS LICENSE REQUIREMENT**

The selected firm, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at [www.nvsos.gov](http://www.nvsos.gov).

**Firms must provide the following:**

**A. Nevada State Business License Number, and**

**B. Business Entity's Legal Name (affirm that it is the same name under which the proposer is doing business)**

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Each proposer shall clearly state, at the time of proposal, its willingness to adhere to this requirement by providing a copy of its Nevada State Business License, a copy of its application from the Secretary of State Office, or a print out of the entity status, which can be obtained from the Nevada Business Search found on the homepage of the Nevada Secretary of State's website at [www.nvsos.gov](http://www.nvsos.gov).

Award of any RFP is contingent on a proposer having and holding an active and valid Nevada State Business License. The successful proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a proposer is unable or unwilling to adhere to this requirement, the DEPARTMENT will deem the proposer to be non-responsive, and the DEPARTMENT shall proceed to negotiate with the next most qualified firm, and so on, until an agreement, that is acceptable to the DEPARTMENT, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit [www.nvsos.gov](http://www.nvsos.gov). Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

### **SECTION VI - SELECTION PROCESS**

Selection will be based on the factors listed in the Evaluation Criteria Items section (see Section X (A)), which will be used by a Review Committee to evaluate the proposals. If the committee elects, in its sole discretion, to conduct oral interviews, each proposer in the competitive range shall be notified of the interview schedule, and will be required to confirm their willingness to attend the oral interview. Failure of a proposer to appear at the oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration. The committee tasked with ranking the proposals will be comprised of DEPARTMENT staff and other

members representing local entities, who shall remain anonymous to protect the integrity of the procurement process.

The committee may use the information submitted in the proposer's proposal package, the information referencing this RFP, and the information presented at the interview, if applicable, to arrive at the final ranking. The proposals will be ranked and an agreement shall be negotiated following the selection of a firm. If an acceptable agreement cannot be reached with the highest ranked firm, the DEPARTMENT shall proceed to negotiate with the next highest ranked firm, and so on, until an acceptable agreement is negotiated, or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

## **SECTION VII - PROJECT INFORMATION**

### **A. PROJECT BACKGROUND**

The DEPARTMENT proposes to construct scour countermeasures for structures B-764 E/W at milepost WA 3.12 and G-772 E/W at milepost WA 5.53. These structures have been identified as scour critical through the DEPARTMENT's evaluation of criteria set forth by the Federal Highway Administration (FHWA).

### **B. PROJECT SCOPE AND INFORMATION**

The project involves constructing scour countermeasures in the form of concrete deflector pads to protect bridge piers and riprap bank stabilization in the Truckee River, to build new access roads for both structures, to repair spalled/corroded existing concrete substructure and to construct river mitigation measures including, but not limited to, river diversion and dewatering, fish salvage, and vegetation as required by the United States Army Corps of Engineers (USACE) and others.

The project will require partnering with other members of the Project Team as well as extensive coordination with regulatory agencies given the environmental sensitivity of the project including, but not limited to, the following:

- The DEPARTMENT's Project Manager
- The DEPARTMENT's Designer
- The DEPARTMENT's Construction/Resident Engineer
- Construction Manager and any subcontractors
- The DEPARTMENT's District II
- The DEPARTMENT's Environmental Services Division
- The DEPARTMENT's Hydraulics Division
- The DEPARTMENT's Structural Division
- Army Corps of Engineers (USACE)
- Federal Highway Administration (FHWA)
- US Fish and Wildlife Service (USFWS)
- Nevada Department of Wildlife (NDOW)
- State Historic Preservation Office (SHPO)
- Environmental Protection Agency (EPA)
- Nevada Division of Environmental Protection (NDEP)
- Public Utilities Commission (PUC)
- Nevada Division of State Lands
- Truckee Meadows Water Authority (TMWA)
- Union Pacific Railroad (UPRR)
- Department of Public Safety/Nevada Highway Patrol (DPS/NHP)
- Washoe County Parks and Recreation
- Washoe County Public Works
- Carson-Truckee Water Conservancy District

- Truckee Carson Irrigation District

In addition to the extensive stakeholder coordination required, access and staging areas are also anticipated to be challenging due to horizontal and vertical geometry, size of material to be removed, limited right-of-way, possible weight/size restrictions on equipment, proximity of railroad tracks, TMWA ditch canals and a fiber optic line as well as environmental issues.

### **Environmental Status**

This Project will require National Environmental Policy Act (NEPA) approval by the FHWA. The DEPARTMENT is presently working with the FHWA on obtaining this approval prior to the completion of final design and request for a Construction GMP bid or fixed price bid from the Construction Manager. Nothing contained in this RFP or the Pre-Construction Services Agreement is intended to modify, limit, or otherwise constrain the environmental process or commit the DEPARTMENT, or any other entity, to undertake any action with respect to the Project, including any final design and construction of the proposed Project. The DEPARTMENT currently anticipates receiving a NEPA approval by May 2016. Proposers must be mindful that this date could change. Failure to obtain separate FHWA NEPA approval may result in delay or cancellation of the DEPARTMENT's construction of this Project.

It is anticipated that the Project will require Nevada Division of Environmental Planning (NDEP) Section 401 and United States Army Corps of Engineers Section 404 permits because the Truckee River is part of the waters of the United States (WOUS) and the scour countermeasure element of the Project will require work within the Truckee River.

### **Design Status**

The Project is currently approaching the thirty percent (30%) design stage, and it is anticipated that the design is to be finalized once a Construction Manager has been selected through the CMAR process. The existing plan set, all applicable reports and other Project-related documentation are located at:

<ftp://ftp.dot.state.nv.us/Public/RFP%20023-15-015%20I%2080%20near%20Verdi/>

If the Project cannot be delivered within the allocated budget or in a manner satisfactory to the DEPARTMENT, in its sole discretion, the DEPARTMENT retains the option, in its sole discretion, to cancel the Project, modify the Project scope, or deliver the Project by other means.

### **C. PROJECT RISKS**

Some of the currently identified Project risks include the following:

1. Environmental impacts to constructing the scour countermeasures within the Truckee River and within surrounding areas;
2. Delay to project due to Migratory Bird Act restrictions;
3. Coordination and scheduling of work within confined areas;
4. Size of material to be removed and availability of rip rap size to be replaced;
5. Limited construction season;
6. Limited accessibility;
7. Regulated waste; and
8. Proximity of a fiber optic line.

The DEPARTMENT is currently designing a resurfacing project on I-80 milepost WA 0.00 to 12.45 which extends through the limits of the Project. Coordination may be required with another contractor.

The DEPARTMENT anticipates that additional Project risks will be identified through the design process with the assistance and input from the Construction Manager at Risk (CMAR) Construction Manager (Construction Manager).

#### **D. PROJECT GOALS**

The goals of the Project are to:

1. Successfully coordinate, design and construct a complex Project that improves scour critical structures.
2. Establish open, timely and accurate communication and coordination with the public and the Project Stakeholders through the DEPARTMENT.
3. Achieve the Project schedule of completing work within one (1) concurrent construction season.
4. Complete the project with zero (0) environmental compliance incidents or issues, adhering to all permit, stakeholder and Departmental environmental commitments and requirements.
5. Build a professional collaborative Project Team.
6. Strive to achieve zero (0) contract modifications on the Project resulting from the Project team's failure to identify and manage Project risks.

#### **SECTION VIII - SCOPE OF SERVICES**

Please see Attachment A - Scope of Services

#### **SECTION IX - PROJECT SCHEDULE**

The anticipated dates for key Project milestone meetings are listed below. It is anticipated that the services of the ICE will be required through agreement and award of a Guaranteed Maximum Price (GMP) with a Construction Manager for construction of all required Project improvements. Services may extend thereafter for support during the construction phase of the Project.

<b>Meeting Description</b>	<b>Date</b>	<b>Location</b>
Project Kickoff Meeting	June 2015	DEPARTMENT's HQ
Partnering Meeting Initial Approach to Cost Meeting	June 2015	DEPARTMENT's HQ
Regular progress meetings/discipline workshops	Bi-monthly	DEPARTMENT's HQ
Design Milestone #1 Review Meeting (including DBE Performance Plan)	July 2015	DEPARTMENT's HQ
Schedule/OPCC/Risk Assessment Meeting #1	July 2015	DEPARTMENT's HQ
Design Milestone #2 Review Meeting	September 2015	DEPARTMENT's HQ
Schedule/OPCC/Risk Assessment Meeting #2	September 2015	DEPARTMENT's HQ
Final Design Milestone Review Meeting # 3	October 2015	DEPARTMENT's HQ
Schedule/OPCC/Risk Assessment Meeting #3	October 2015	DEPARTMENT's HQ
Construction Contract Award	December 2016	DEPARTMENT's HQ

## **SECTION X - PROPOSAL CONTENT**

A section of the proposal shall be devoted to each Evaluation Criteria Item. The proposal must be signed by the individual(s) legally authorized to bind the firm as per NRS 333.337.

### **A. EVALUATION CRITERIA ITEMS**

#### **1. Project Specific Approach:**

- a. Discuss the Proposer's understanding of Project requirements contained in the Scope of Services, which is to include a general understanding of Project scope, location, environment, schedule, and the CMAR delivery method.
- b. Discuss the Proposer's understanding of the NRS Chapter 338 subcontracting requirements and the DEPARTMENT's standard approach to bid item definition and pricing.
- c. Discuss specific methods to be used to complete each Project requirement, which includes the Proposer's plan to execute the services required in working as part of a Project Team with the DEPARTMENT alongside the DEPARTMENT's CMAR Project Manager, the Construction Manager, and other service providers. Include the Proposer's approach to put the DEPARTMENT's interests first when dealing with a highly experienced Construction Manager and how the Proposer will partner with the Construction Manager while remaining independent.
- d. Discuss the Proposer's approach to (i) validation of pricing and (ii) support during DEPARTMENT negotiations with the Construction Manager. Discuss how the Proposer plans to follow the DEPARTMENT's CMAR process and ensure consistency between the Proposer's (ICE), the Construction Manager's, and the DEPARTMENT's (Engineer) estimates with respect to labor rates, bid items, and pricing.

#### **2. Project Team:**

- a. Provide a summary of the qualifications (education, experience, and expertise) for the Proposer's key personnel assigned to this Project. Discuss how the key personnel's experience is relevant to this Project. Provide an organizational chart of the Proposer for the Project, which is to include an ICE Project Manager as the single-point of contact and the hierarchy of the Proposer's decision-making process.
- b. Discuss the Proposer's experience working on projects with complex construction. Specifically discuss experience in estimating construction costs associated with best management practices (BMPs), Project risks and other mitigation measures.

#### **3. Availability and Capacity:**

Provide a summary of the key personnel's availability throughout the Project's anticipated pre-construction and construction phases. Discuss the Proposer's capacity to commit the needed resources to successfully execute the services associated with the Project. Provide the anticipated utilization percentages of the Proposer's key personnel on the Project.

No cost information is to be provided with the proposal. The selection will be based on the proposal offering the best qualifications to the DEPARTMENT. Cost shall be negotiated with the most qualified firm after conclusion of the evaluation process.

### **B. PROPOSAL LIMITATIONS**

The proposals shall be limited by the following:

1. The proposal must respond to the Evaluation Criteria Items, which must be identified and presented in the same order as they appear in Section X - Proposal Content. The responses to the items may be separated by distinctly labeled section dividers.

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4. Section Dividers that do not contain text or graphics, Cover Letters, Resumes, Nevada State Business Licenses, and Statements of Qualifications do not count towards the page count limitation identified in Paragraph 2 above.

5. Resumes, Nevada State Business Licenses, and Statements of Qualifications (see Attachment B - Statement of Qualification) must be included in an appendix to the proposal.

Exceptions to these stated limitations will be considered during the evaluation process and may, in the DEPARTMENT's sole discretion, result in a proposal being considered non-responsive.

### **C. DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES**

Proposals from firms employing current employees or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the NRS Chapter 333.705, and the State Administrative Manual, Sections 322 and 323.

If the apparent top-ranked firm proposes the use of any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an agreement with such firm. The proposer shall submit, as part of their proposal, the "Authorization Current Employee, Authorization Former Employee Form" to assist the DEPARTMENT in requesting approval from the BOE.

The forms are located at [http://purchasing.state.nv.us/contracting/current\\_and\\_former.htm](http://purchasing.state.nv.us/contracting/current_and_former.htm). In the event of a denial by the BOE, the proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee.

### **SECTION XI - AWARD PROCESS**

The DEPARTMENT shall issue its Notice of Intent in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board, when required. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until an agreement is executed. If contract negotiations cannot be concluded successfully, the DEPARTMENT, at its sole discretion and upon written notice to all firms, may negotiate a contract with the next highest ranking firm and so on until successful negotiations result in an executed contract, issue a request for best and final offers or withdraw the RFP and cancel this procurement.

The DEPARTMENT shall issue a Notice of Award in accordance with NAC §333.170, at which time proposals are no longer confidential and can be requested by the public from the DEPARTMENT via a Public Records Request, which can be located at: [www.nevadadot.com/Contact\\_Us/Public\\_Records\\_Requests.aspx](http://www.nevadadot.com/Contact_Us/Public_Records_Requests.aspx).

### **SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS**

This procurement is being conducted in accordance with NRS Chapters 333 and 408 and NAC Chapter 333.

The DEPARTMENT reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if, in the sole discretion of the DEPARTMENT, it is in the best interest of the state to do so.

The DEPARTMENT reserves the right to waive informalities and minor irregularities in proposals received.

The DEPARTMENT reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

Any irregularities or lack of clarity in the RFP must be brought to Agreement Service's attention as soon as possible, so that corrective addenda may be furnished to all proposers.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. Only specific parts of the proposal may be labeled a "trade secret," provided that the proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS §333.333); unsuccessful proposals containing "trade secrets" will be returned pursuant to NRS 293.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so and retains its immunity for good faith disclosures pursuant to NRS 239.012.

A proposal submitted in response to this RFP must identify any sub-consultants, and outline the contractual relationship between the awarded proposer and each such sub-consultant. An official of each proposed sub-consultant must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the sub-consultant has read this RFP, and agrees to abide by the awarded proposer's obligations. A sub-consultant's compliance with these requirements does not create a contractual relationship between the sub-consultant and the DEPARTMENT.

The awarded proposer will be the sole point of contract responsibility. The DEPARTMENT will look solely to the awarded proposer for the performance of all contractual obligations, which may result from an award based on this RFP, and the awarded proposer shall not be relieved for the non-performance of any or all of its sub-consultants.

The awarded proposer must maintain, for the duration of its contract, insurance coverage as set forth in the agreement executed in response to this RFP. Work on the contract shall not begin until after the awarded proposer has submitted to the DEPARTMENT acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the DEPARTMENT in its sole discretion will be deemed a breach of contract.

Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of

a proposer's proposal. An award will not be made where a conflict of interest exists. The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the proposer to mitigate such conflict of interest or to disqualify any proposer on the grounds of an actual or an apparent conflict of interest.

The DEPARTMENT will not be liable for Federal, State, or Local excise taxes.

The DEPARTMENT reserves the right to negotiate final contract terms with any proposer selected in accordance with NAC §333.170. The contract between the parties will consist of the final executed contract, the RFP with any modifications thereto, and the awarded proposer's proposal with any modifications and clarifications thereto that are incorporated at the request of the DEPARTMENT during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

The proposer understands and acknowledges that the representations above are material and important, and will be relied on by the DEPARTMENT in its evaluation of a proposal. Any misrepresentation by a proposer shall be treated as fraudulent concealment from the DEPARTMENT of the true facts relating to the proposal.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the DEPARTMENT.

The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

### **SECTION XIII - PROTEST PROCEDURE**

Protests may be filed only with respect to:

1. Allegations that the terms of the RFP are wholly ambiguous, are contrary to legal requirements applicable to the procurement, or exceed the DEPARTMENT's authority, and/or
2. A determination as to whether a proposal is responsive to the requirements of the RFP, or failed any Pass/Fail criteria, as applicable, and/or
3. The award of an Agreement.

#### **A. DEADLINES FOR PROTESTS**

Protests concerning the issues described in Section XIII (1) and contained in the RFP must be filed no later than ten (10) calendar days prior to the proposal due date, and those contained in any amendment to the RFP must be filed no later than three (3) business days after the DEPARTMENT distributes the related addenda.

Protests concerning the issues described in Section XIII (2) must be filed within ten (10) calendar days after the DEPARTMENT issues to the proposer a notice regarding the failure of any pass/fail criteria, or a notice regarding the non-responsiveness of the proposal.

Protests concerning the issue described in Section XIII (3) must be filed within ten (10) calendar days after the DEPARTMENT issues the Notice of Award.



The DEPARTMENT will not accept any protests received after the above-stated deadlines for receipt of such protests.

## **B. PROTEST CONTENTS**

Protests shall include information about the protesting firm, including the firm's name, mailing address, and phone number, as well as the name of the individual responsible for the submission of the protest. Protests shall completely and succinctly state the grounds for the protest, its legal authority, and its factual basis; protests shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

## **C. FILING OF PROTEST**

Protests shall be in writing, and filed by hand delivery on or before the applicable deadline to:

Nevada Department of Transportation  
ATTN: Administrative Services/Dispute Resolution Office  
1263 South Stewart Street, Room 101A  
Carson City, NV 89712

The proposer filing the protest shall concurrently submit a copy of the protest to the other proposers; the other proposers' addresses may be obtained from the DEPARTMENT.

## **D. COMMENTS FROM OTHER PROPOSERS**

Other proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The DEPARTMENT shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

## **E. BURDEN OF PROOF**

The protester shall have the burden of proving the basis of its protest by a clear and convincing proof. The DEPARTMENT may, in its sole discretion, discuss the protest with the protester and other proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

## **F. DECISION ON PROTEST**

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If it is necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the RFP by issuing addenda.

## **G. PROTESTER'S PAYMENT OF COSTS**

If a protest is denied, the proposer filing the protest shall be liable for the DEPARTMENT's costs reasonably incurred to defend against or resolve the protest, including attorney's fees, consultant fees and costs, and any reasonably unavoidable damages sustained by the DEPARTMENT as a consequence of the protest.

## **H. RIGHTS AND OBLIGATIONS OF PROPOSERS**

Each proposer, by submitting its proposal, expressly recognizes the limitation on its rights to protest provided in this Section XIII and expressly waives all other rights and remedies, and agrees that the

decision on the protest is final and conclusive. If a proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the DEPARTMENT and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such proposer's actions. **Each proposer, by submitting a proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.**

No Stay Pending Final Determination: Agreement negotiations with the selected proposer shall not be stayed during the pendency of any protest. Any agreement with the selected proposer shall be made contingent upon the outcome of any pending protest.

### **ATTACHMENTS**

Attachment A - Scope of Services  
Attachment B - Statement of Qualification  
Attachment C - Reference Questionnaire  
Attachment D - Checklist  
Attachment E - Title VI Compliance Questionnaire  
Attachment F - Agreement Sample

## **Attachment A Scope of Services**

The ICE shall work with and become a part of the Project Team, which also consists of the DEPARTMENT's Program and Project Managers, the DEPARTMENT's Design Service Provider(s), the Construction Manager, and the DEPARTMENT's Construction Engineering Service Provider(s) (if applicable). The scope of services for this Project that is to be provided by the ICE shall include, but is not limited to, the following items.

### **A. CONSTRUCTION COST ESTIMATING**

1. Provide independent cost estimates advancing through intermediate and final design and into construction. Utilize contractor-style (production-based) methodologies and production-based heavy civil estimating software platforms and assist in line item quantity verification.
2. Provide negotiation and conflict management support, including the ability to confer with others to reach an agreement on terms, conditions, and costs.
3. Provide risk management support to the DEPARTMENT, including risk identification, assessment, and cost quantification together with assignment of the probability of occurrence of each identified risk.
4. Provide summary and detailed cost breakdowns, translate production-based estimates into the DEPARTMENT's unit price estimate format, and submit independent bids. Utilize DEPARTMENT standards with a demonstrated familiarity of Nevada labor laws and the local labor union environment.
5. Provide assistance to the Project Team with respect to determining cost impacts of package breakdown (project phasing), risk, labor availability, mobilization, site access, sequence of design and construction, availability and procurement of equipment and materials, and maintainability.

### **B. SCHEDULING**

1. Prepare an independent construction schedule identifying the sequence of construction, major tasks and durations, high-risk activities, interdependencies between such tasks, risks, and the critical path. This construction schedule shall form the approach to preparation of the ICE's first independent cost estimate.
2. Following review of the Construction Manager's initial construction schedule, review subsequent construction schedules provided by the Construction Manager and provide written analysis and recommendations to improve their usefulness to the Project Team. Demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities.

### **C. PROJECT MANAGEMENT**

1. Participate in development and improvement of a Project Management Plan for the assigned Project following the DEPARTMENT's Project Management Guidelines. A working draft of the guidelines can be found at:  
<http://ftp.dot.state.nv.us/Public/RFP%20023-15-015%20I%2080%20near%20Verdi/>
2. Provide financial management and accounting experience to prepare Project costs and bids as well as the ability to develop and track scope, schedule, and budget.
3. Interact with members of the Project Team as well as other utilities, regulatory agencies, and local governments associated with the Project. Utilize an understanding and familiarity with partnering on the Project and facilitate constructive dialogue within the Project Team.
4. Assist in administering value engineering and probabilistic cost estimating processes to create alternate methods of delivering on Project goals and applying construction

methods/approaches to improve design, manage and mitigate risk, lower Project construction cost, and/or reduce Project delivery schedule.

#### **D. CONSTRUCTABILITY REVIEW**

1. Review Construction Contract documents for adequate quality for bidding and construction purposes and to eliminate conflicts and ambiguities in the documents that could lead to change orders or disputes.
2. Integrate construction scheduling knowledge and experience into the pre-construction (design) process.

#### **E. PARTNERING**

Actively participate in the partnering process alongside all members of the Project Team. The ICE is required to participate in all scheduled partnering meetings, which is anticipated to be three (3) meetings. The partnering process will commence during the pre-construction phase and continue throughout the construction phase. A partnering facilitator will be selected by the DEPARTMENT.

#### **F. PROJECT TEAM KICKOFF WORKSHOP**

Actively participate as a member of the Project Team kickoff meeting to be led by the DEPARTMENT. The Project Team kickoff workshop may include discussion of the following topics:

1. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
2. Presentation of Project elements and the Project scope
  - a. Project status, goals, objectives, etc.
  - b. Project information, including relevant plans, specifications, studies, and reports
3. Project schedule and major milestones
  - a. Project Team meetings
  - b. Major Project activities
4. Identification of roles and responsibilities for the Project Team
  - a. Owner(s)
  - b. Designer
  - c. Construction Manager
  - d. ICE
5. Process for design input
  - a. Innovation
  - b. Alternative design analysis
  - c. Designer's needs
6. Communications protocol and plan
7. Identification of change order management process
8. Initial discussions on
  - a. Cost/pricing development
  - b. Project risks identification
9. Questions / Answers
10. Project Tour/Field Visits

#### **G. OTHER PROJECT MEETINGS AND TASKS**

Attend, actively participate in, and provide written comments related to the items listed above at the following milestone meetings:

1. Initial Approach to Cost Meeting
2. Preliminary Design Review Meeting (Design Milestone No. 1)

3. Intermediate Design Review Meeting (Design Milestone No. 2)
4. Final Design Review Meeting (Design Review No. 3)
5. Risk identification and resolution meetings: These meetings focus on identifying and documenting Project-specific risk, which includes risk definition, probability of occurrence, potential mitigation strategies (including consideration of NEPA issues and mitigation strategies with the goal of an improved FHWA NEPA document), magnitude of cost and quantity impacts, and schedule impacts. This meeting(s) shall assign risk ownership and document resolution. The ICE shall attend at least two (2) formal risk analysis meetings.
6. Project cost model and schedule development meeting(s): This meeting(s) focuses on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approach to the estimate are fully understood by the Project Team. The ICE shall plan to develop up to three (3) Opinion of Probable Construction Cost (OPCC) estimates and attend up to three (3) corresponding resolution meetings.

The ICE may be given Project assignments and tasks for follow-up during the workshops and/or meetings, as well as a schedule for performing and completing such assignments and tasks. The ICE shall be responsible to timely meet the commitments for response in a format acceptable to the DEPARTMENT and within the time period directed by the DEPARTMENT, which, in determining such schedule, shall consider a deliverable's size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall update and discuss the same regularly during Project meetings.

## **H. ENVIRONMENTAL REPORTS**

The scope may include, but is not limited to, the following:

1. Prepare a Biological Assessment for project impacts to the Lahontan cutthroat trout (LCT) for submittal to the United States Fish and Wildlife Service (USFWS) and any additional support needed to ensure receipt of a Biological Opinion from the USFWS;
2. Prepare and acquire up to three (3) US Army Corps of Engineers Section 404 Nationwide permits, Section 401 Water Quality Certification, Temporary Working in Waterways, Construction Stormwater General Permit, and other temporary discharge permits issued by Nevada Division of Environmental Protection (NDEP) as necessary;
3. Prepare and acquire permit with Carson Truckee Water Conservation District;
4. Develop a Stormwater pollution prevention plan; and
5. Develop research, field surveys, reports/documentation, and other tasks for archaeological and architectural history resources required for Section 106 consultation with the State Historic Preservation Office (SHPO).

**Attachment B**  
**Statement of Qualification**

An electronic copy can be found here:

[http://www.nevadadot.com/uploadedFiles/NDOT/Doing\\_Business/Vendors/Statement\\_of\\_Qualification\\_Form.pdf](http://www.nevadadot.com/uploadedFiles/NDOT/Doing_Business/Vendors/Statement_of_Qualification_Form.pdf)

The Statement of Qualification Form must be completed in full, and submitted as part of the proposal package per Request for Proposal instructions.

1. Date prepared: \_\_\_\_\_
2. Firm's name: \_\_\_\_\_
3. Firm's address: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_
4. Is your local office the main office? \_\_\_\_\_ or branch office? \_\_\_\_\_ or sole office? \_\_\_\_\_
5. Year your firm was established: \_\_\_\_\_
6. Year your local office was established: \_\_\_\_\_
7. Location of:
  - a. Main office: \_\_\_\_\_
  - b. Local office: \_\_\_\_\_
  - c. Invoice remit-to office: \_\_\_\_\_
8. Year former firm(s) were established:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
9. Name, title, telephone number, address and e-mail address of one principal in firm who may be contacted:  
\_\_\_\_\_  
\_\_\_\_\_
10. List locations of other offices (no more than five):

	<u>Address</u>	<u>Telephone</u>	<u>No. of Personnel</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

11. Total employees presently employed:
- a. At your local Northern Nevada office: \_\_\_\_\_
- At your local Southern Nevada office: \_\_\_\_\_
- b. Total in your firm: \_\_\_\_\_
12. By category, give the number of projects your firm is working on / has worked:
- |                        | <u>Current/Active</u> | <u>Last Five (5) Years</u> |
|------------------------|-----------------------|----------------------------|
| a. Public/Governmental | _____                 | _____                      |
| b. Commercial          | _____                 | _____                      |
| c. Residential         | _____                 | _____                      |
| d. Other               | _____                 | _____                      |
13. Nevada Department of Transportation encourages the participation and utilization of minority and women-owned businesses.
- a. Is your firm certified as a minority-owned, women-owned or disabled veteran-owned business?
- Yes \_\_\_\_ No \_\_\_\_ Specify \_\_\_\_\_
- b. If yes, by what governmental agency? \_\_\_\_\_
14. Specialty: \_\_\_\_\_ (i.e.: Project Management, etc.)

The DEPARTMENT periodically engages consultants to perform work of a specialized nature including (but not limited to) such areas as DBE Supportive Services, Claims Review, etc.

- I. Briefly describe your specialty as it applies to this Project's discipline, and the scope of the services that your firm provides.

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- II. Select three recent projects that have applicability to this Project, and list a reference that the DEPARTMENT may contact for each.

PROJECT NAME	REFERENCE	TELEPHONE
		( )
		( )
		( )

15. List all professional, technical, and key members on staff in your local office. Indicate **YEARS OF EQUIVALENT-FULL-TIME EXPERIENCE** per each professional expertise. (Duplicate additional sheets, if needed)

[illegible]





**Attachment C**  
**Reference Questionnaire**  
State of Nevada  
Department of Transportation

RFP No. 023-15-015 REFERENCE QUESTIONNAIRE  
FOR:

\_\_\_\_\_  
(Name of company requesting reference)

An electronic copy can be found here:

[http://www.nevadadot.com/uploadedFiles/NDOT/Doing\\_Business/Vendors/Reference\\_Questionnaire\\_070-028\\_Jan2014.pdf](http://www.nevadadot.com/uploadedFiles/NDOT/Doing_Business/Vendors/Reference_Questionnaire_070-028_Jan2014.pdf)

This form is being submitted to your company for completion as a business reference for the company listed above. Please return this form to the Nevada Department of Transportation (NDOT) via email to [agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.nv.us), or fax to (775) 888-7101 no later than March 19, 2015, **at 3:00 p.m PST**. Do not remit this document to the company requesting the reference.

The information contained in this questionnaire will be confidential and will not be accessible to the referenced company. For questions or concerns regarding this form, please contact the Agreement Services Division by phone (775) 888-7070 or email [agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.nv.us) and refer to the RFP number.

**CONFIDENTIAL INFORMATION**

Company providing reference: \_\_\_\_\_  
Contact name and title/position: \_\_\_\_\_  
Contact telephone number: \_\_\_\_\_  
Contact email address: \_\_\_\_\_

**Questions:**

1. In what capacity have you worked with this company in the past? Please explain the company's responsibilities.  
COMMENTS:
  
2. How would you rate this company's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
3. How would you rate the company's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

4. What was your level of satisfaction with hard-copy materials/products developed by the company?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

5. Was the work done by this company completed on time and within budget?  
COMMENTS on Time:

COMMENTS on Budget:

6. Who were the company's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behaviors or other factors on which you base your rating.  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. With which aspect(s) of this company were you:  
Most satisfied with  
COMMENTS:

Least satisfied with  
COMMENTS:

8. Would you recommend this company's service to your organization again?  
COMMENTS:

## **Attachment D Checklist**

This checklist is provided for the proposer's convenience only, and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite items in the number and form set forth in the proposal instructions, may in the sole discretion of the DEPARTMENT, be deemed non-responsive and not considered for contract award.

1. Number of Pages within Page Range (see Section X (B))
2. Sections match Evaluation Criteria Items (see Section X (A))
3. Technical Proposal
4. Statement of Qualification (see Section X (B))
5. Nevada State Business License (see Section V)

**Attachment E**  
**Title VI Compliance Questionnaire**

Title VI is a statute provision of the Civil Rights Act of 1964:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Sec 2000d)

The following information will be used by the Nevada Department of Transportation (DEPARTMENT) and the Federal Highway Administration (FHWA) for statistical purposes only. This information will be stored confidentially, and will not affect any decisions made by the DEPARTMENT.

Your participation is voluntary but would be greatly appreciated.

**Choose one ethnic group with which the principal owner(s) most identify:**

- ☐ **Black** (Not of Hispanic origin: All persons having origins in any of the Black racial groups.)
- ☐ **Asian/Pacific Islander** (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.)
- ☐ **Hispanic** (All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.)
- ☐ **Native American** (All persons having origins in any of the original peoples of North America and who maintain cultural identification through a tribal affiliation or community recognition.)
- ☐ **White** (Not of Hispanic origin: All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.)
- ☐ **Other** (All persons not matching one of the other choices.)

**Sex:**    ☐ Male        ☐ Female

- ☐ I understand my participation is voluntary and decline to provide the requested information

Firm Name: \_\_\_\_\_

Owner Name (Print): \_\_\_\_\_

Owner Name (Sign): \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment F**  
**Agreement Sample**  
**SERVICE AGREEMENT**

This Agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT) and **NAME AND ADDRESS** (hereinafter SERVICE PROVIDER). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter NRS) Chapter 333 & Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT desires the SERVICE PROVIDER to provide services as an Independent Cost Estimator (ICE) to assist in the development of the I-80 at Truckee River near Verdi project to construct scour countermeasures for structures B-764 E/W and G-772 E/W (hereinafter PROJECT);

WHEREAS, the SERVICE PROVIDER is willing, able, and qualified to perform Independent Cost Estimating and Scheduling services and agrees to be bound by this provisions of this Agreement;

WHEREAS, SERVICE PROVIDER's services will be of great benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the SERVICE PROVIDER agrees to perform Task Orders issues by the DEPARTMENT in consideration of being listed as eligible to receive Task Orders from the DEPARTMENT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

**ARTICLE I - SCOPE OF SERVICES**

1. The SERVICE PROVIDER agrees to perform services as required as identified in Attachment A – Scope of Services, attached hereto and incorporated herein, as required on an as-needed basis and as specified in Task Orders directed to the SERVICE PROVIDER from the DEPARTMENT. Such services shall be performed in accordance with the provisions of the Task Orders, if such Task Orders are issued.
2. The SERVICE PROVIDER may be issued one (1) or more Task Orders during the term of this Agreement, or the SERVICE PROVIDER may not be issued any Task Orders. This Agreement does not guarantee or imply the promise of work. In the event Task Orders are issued as provided for in this Agreement, the terms and conditions of this Agreement and the Task Orders shall both apply in interpreting this Agreement. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement shall be given precedence.
3. As set forth in each Task Order, the SERVICE PROVIDER is required to describe the scope of work, define agreed upon tasks, milestones and deliverables, provide a schedule, and identify costs. These items will be in writing as an attachment to its respective Task Order, when the SERVICE PROVIDER executes and returns a Task Order to the PROGRAM MANAGER, and it shall remain in full force and effect as if set forth herein.
4. Costs for individual Task Orders will be negotiated at the time each Task Order is issued and will be included in the Task Order. Changes ordered by the DEPARTMENT which substantially modify the scope or character of services provided for in the Task Order shall be considered extra professional services

and shall be specified in an amendment to the Task Order which shall set forth the nature and scope thereof. Terms of the such amendment shall be decided through negotiations between the SERVICE PROVIDER and the DEPARTMENT. Depending on the changes made, an amendment may or may not provide for a change in the amount of money to be paid the SERVICE PROVIDER under the terms of this Agreement. Should additional payment be approved by the DEPARTMENT, the method of payment shall be specified in such amendment at the time it is written. No costs shall be incurred by the SERVICE PROVIDER, nor shall any additional services be initiated by the SERVICE PROVIDER until authorized to do so by the DEPARTMENT.

5. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools and personal expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided herein.

6. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Qualifications, which is incorporated into this Agreement by reference. The SERVICE PROVIDER agrees to provide the key personnel as submitted within its Statement of Qualifications (SOQ), which is incorporated into this Agreement by reference. Any change to key positions listed in the SOQ contained in the SERVICE PROVIDER Task Orders must be approved by the DEPARTMENT before payment will be authorized.

## ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including **DATE**, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from the DEPARTMENT. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Notice to Proceed and/or Final Execution Date. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. A new Task Order cannot be issued to this Agreement subsequent to the expiration date of this Agreement identified in Article II, Paragraph 1. However, ongoing professional series on Task Orders issued prior to the expiration date referenced above, may continue to be paid until the agreed time limit specified in the Task Order is reached. The provisions of this Agreement, under which a Task Order is issued, will remain in full force and the effect during the term of the Task Order even when the end date of the Task Order exceeds the expiration date of this Agreement.

8. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

9. Professional services shall be performed in accordance with the schedule show in each Task Order.

10. The SERVICE PROVIDER shall at times maintain control over and have complete responsibility for all services performed by the SERVICE PROVIDER and any sub-service providers under this Agreement.

11. The SERVICE PROVIDER shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement.

12. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants and covenants that such key persons are and will continue to be available to undertake and perform all services identified

herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

(1) If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries and parent companies/organizations);

(2) If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

(3) If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

13. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

14. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by SERVICE PROVIDERS performing the same or similar services at the time said services are performed.

15. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

16. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

17. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.



18. The SERVICE PROVIDER agrees to complete and sign Attachment B - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987," Attachment C - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES," attached hereto and incorporated herein.

19. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

### ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement and related Task Orders, if any, without cause five (5) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses

exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT.

#### ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum approved in the individual approved Task Order(s). The fixed fee, to cover profit, shall be as set forth in each Task Order. This fixed fee will not vary irrespective of final PROJECT Task Order costs except in the event of a material and substantial change to the PROJECT scope.

3. The cost of services for each Task Order will be negotiated prior to performing the services. The SERVICE PROVIDER shall not commence work on an assignment until receipt of written approval by the DEPARTMENT. Receipt of an executed copy of a Task Order will constitute a written Notice to Proceed.

4. Indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among all professional services projects being done by the SERVICE PROVIDER during the term of this Agreement and will be billed at the provisional indirect cost rate of **NUMBER** percent (#%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

5. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of **NUMBER** and #/100 Dollars (\$#), which includes the fixed fee.

6. The SERVICE PROVIDER agrees to complete and sign Attachment D - Service Provider Cost Certification of Final Indirect Costs, attached hereto and incorporated herein.

7. Travel costs will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: [www.gsa.gov/mie](http://www.gsa.gov/mie). The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>. The SERVICE PROVIDER shall provide lodging receipts.

8. The SERVICE PROVIDER shall be reimbursed for the use of company vehicles as agreed upon with the Project Manager. Cost shall include a direct expense that includes anticipated mileage, insurance, maintenance and a lease fee, if applicable.

9. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." The DEPARTMENT is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT. The final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties, and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct, and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.
3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:
- a. Withholding of income taxes, FICA or any other taxes or fees;
  - b. Industrial insurance coverage;
  - c. Participation in any group insurance plans available to employees of the DEPARTMENT;
  - d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
  - e. Accumulation of vacation leave or sick leave; or
  - f. Unemployment compensation coverage provided by the DEPARTMENT.
4. The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave or coverage.
5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.
6. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.
7. The SERVICE PROVIDER shall furnish a Certificate of Errors and Omissions Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate.
8. The SERVICE PROVIDER shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These policies shall be maintained for the entire period of this Agreement. The policies shall include a 30-day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.
9. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.
10. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.
11. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by

the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

12. The SERVICE PROVIDER shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

13. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of the DEPARTMENT, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at the DEPARTMENT's discretion and the DEPARTMENT's sole decision. The SERVICE PROVIDER shall not utilize any materials, information or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

14. All reports and notes for Special Provisions shall be delivered to the DEPARTMENT via FTP or email using the most current version of Microsoft Word as set forth in the Task Order.

15. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement or upon written request of the DEPARTMENT. The SERVICE PROVIDER shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

16. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

17. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

19. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

20. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

23. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the SERVICE PROVIDER.

24. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

25. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html). The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

26. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters or this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) calendar days prior to making said change.

27. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn: Jenica Keller, Project Manager  
Nevada Department of Transportation  
Division: Project Management  
1263 South Stewart Street  
Carson City, NV 89712  
Phone: (775) 888-7592  
Fax: (775) 888-7322  
E-mail: [jkeller2@dot.state.nv.us](mailto:jkeller2@dot.state.nv.us)

FOR SERVICE PROVIDER:     **NAME**  
**FIRM**  
**MAILING ADDRESS, CITY, STATE, ZIP CODE**  
**PHYSICAL ADDRESS, CITY, STATE, ZIP CODE**  
Phone:  
Fax:  
E-mail:

28. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

29. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

30. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

31. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

32. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

33. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

34. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

35. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

36. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

37. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.



38. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.

**SAMPLE**